

CONNECTICUT DEPARTMENT OF PUBLIC SAFETY
COLLECT INFORMATION CENTER
COMMUNICATIONS TERMINAL USER'S AGREEMENT

THIS AGREEMENT, entered into among the Connecticut Department of Public Safety, Division of State Police (hereinafter "DPS"), an agency of the State of Connecticut with headquarters at 1111 Country Club Road, Middletown, CT and the Department Children and Families, an agency of the State of Connecticut (hereinafter "User"), is for the purpose of setting forth the responsibilities and obligations of the parties with respect to User's access to COLLECT and COLLECT terminal operation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the parties agree as follows:

1. Definitions

a. COLLECT SYSTEM

The Connecticut On-Line Law Enforcement Communications Teleprocessing System, organized and operated for the purpose of exchanging information on criminal activity and public safety.

b. User

The criminal justice or law enforcement agency legally responsible for all activities under the user agreement. The term User shall also include a non-criminal justice agency that has been authorized by NCIC to receive criminal justice information.

c. COLLECT System Policy Board (Policy Board)

The Policy Board shall consist primarily of the committee of the Connecticut Police Chiefs Association known as the Telecommunications and Technology Committee (CPCA). By August 1st of each calendar year, the Executive Director of the CPCA shall provide a list of people to serve on the Telecommunications and Technology Committee for the following twelve-month period. However, to preserve continuity, no fewer than four people will be reappointed from the previous year.

In addition, the Commissioner of Public Safety shall appoint four members, one of whom shall be the COLLECT Manager and one of who shall represent the data processing or maintenance function of the COLLECT System.

The Policy Board shall advise the Commissioner of Public Safety with respect to operation and management of the COLLECT System and the Commissioner of the Department of Public Safety shall consider that advice. The Commissioner of the Department of Public Safety shall have ultimate authority to manage, direct and control the COLLECT System.

d. COLLECT Manager

An individual designated by and responsible to the Commissioner of Public Safety to, among other things, supervise and manage the activities of COLLECT as the Commissioner directs. The COLLECT Manager shall serve as an ex-officio member of the Policy Board and will act as the Connecticut State Control Terminal Officer (CTO) for the NCIC and NLETS Systems.

2. DPS is an agency of the State of Connecticut established by Connecticut General Statutes. DPS and the User agree by signing this agreement that the User authorizes the Commissioner of DPS to establish and operate COLLECT, and to participate in similar multistate and federal systems for the exchange of information relating to crimes, criminals, criminal activity and public safety.
3. The Division of State Police through the COLLECT System participates as the Connecticut Control Terminal Agency (CTA) for the National Crime Information Center (hereinafter NCIC) of the United States Department of Justice, Federal Bureau of Investigation. The Division of State Police acts as the CTA under the authority of Section 2 of this agreement and the NCIC By-Laws for the NCIC Advisory Policy Board and Regional Working Groups approved October 17, 1984, Section 1.4 and U.S. Public Law 92-463 of the 92nd U.S. Congress October 6, 1972 known as the "Federal Advisory Committee Act".
 - a. The COLLECT System also participates as the Connecticut Control Terminal (CTA) in the National Law Enforcement Telecommunications System (hereinafter NLETS), under the authority of Section 2 of this agreement and the NLETS Constitution and By-Laws approved June 27, 1985 Article II, Section 1 and 2.
 - b. A Control Terminal Agency (CTA) is a state criminal justice agency that provides for the interstate transmission of criminal justice information to and from agencies in Connecticut and other agencies linked to NCIC and/or NLETS.
4. A User who is approved will be guaranteed terminal access to intrastate and interstate criminal justice information systems in order to effectively discharge its public duties.
5. The User agrees to comply with all regulations, rules, policies, and procedures, as outlined in the NCIC operating manual and part 10 U.S. DOJ CCH REGULATIONS, the regulations of the Policy Board and Title 28 CFR Part 20.
6. A User may be suspended from the COLLECT System by a two-thirds vote of the Policy Board for non-compliance of policy board regulations hereinafter approved.
7. A suspension may be imposed by the Commissioner of Public Safety for noncompliance with the user agreement.

8. Reinstatement: Upon satisfactory proof that the offending user has corrected the violation or deficiencies, the user may be reinstated.
9. User equipment must be compatible with the system and approved by the policy board and the Commissioner of DPS.
10. The DPS, through COLLECT, agrees to furnish the User with such criminal justice information as is available in the DPS files, and to serve as the means of exchange of computerized administrative messages, between the User and other criminal justice agencies on the COLLECT telecommunications network. In addition, DPS agrees to serve as the state control terminal agency for the interchange of information between NCIC, NLETS, and the User.
11. Should a User desire to relocate the terminal(s), they shall provide the COLLECT Manager forty-five (45) days written notice. All costs related to the physical relocation of the terminal and communications line(s) shall be borne by the User. The repair and cost of any damages resulting from such relocation(s) will be the User's responsibility.
12. The DPS agrees to schedule and provide training of terminal operators and other personnel at locations and times arranged by the COLLECT Manager. Only User members who have completed such training as defined by the Policy Board shall be allowed to operate the terminal or to have authorized access to the COLLECT System.
13. The User agrees to operate the terminal on a 24-hour, seven-day week basis unless some other prior arrangement is made that is acceptable to the Commissioner.
14. The User may provide assistance to other law enforcement or criminal justice agencies not equipped with a COLLECT terminal in keeping with COLLECT standards, only after approval of the COLLECT Manager, but only to the extent that such assistance is not otherwise prohibited.
15. User agrees to send only criminal justice/law enforcement messages over /and through the COLLECT network. All messages will be treated as privileged unless otherwise authorized by the originating agency. However, classified information under pertinent federal or state laws and regulations will not be transmitted.
16. User shall operate the terminal and otherwise conduct itself in strict compliance with applicable DPS, NCIC and NLETS policies including, but not limited to, policies, practices and procedures relating to:
 - a. Conversion and entry of information.
 - b. Validation and verification.

- c. Daily accounting for positive responses to inquiries.
- d. Cancellation of entries.
- e. Interagency notification and confirmation of positive responses to inquiries.
- f. Prudent use of multipoint transmissions.
- g. Use of plain English text in message traffic.
- h. Verification of a "hit" with the originating agency (ORI) prior to arrest.
- i. Logging of secondary dissemination of all criminal history information as well as the primary use of the CHRI files.

All policies, procedures and operating instructions presently contained in current NCIC and NLETS documents and the COLLECT Users Guide published by DPS, are hereby incorporated into and made a part of this agreement except to the extent that they are inconsistent herewith or legally superseded by higher authority.

17. User shall take necessary measures to make the terminal secure from any unauthorized persons and prevent any unauthorized use. The Commissioner of Public Safety reserves the right to define equipment (terminal) location, and security measures, and to suspend or withhold service until such matters are corrected to his reasonable satisfaction. The COLLECT manager or his/her designee is authorized to conduct inspections based upon the above criteria. The inspections should be accompanied by personnel of the User.
18. The User shall appoint a Terminal Agency Coordinator (TAC) who will fulfill the duties and responsibilities as follows:
 - a. Possess a working knowledge of the COLLECT System.
 - b. Maintain and keep updated any manuals, newsletters, and user guides of NCIC, COLLECT and NLETS.
 - c. Effect user training and use of related training materials that have been forwarded by the COLLECT Manager.
 - d. Serve as the liaison and coordinator for the user agency.
 - e. Effect the distribution of information, brochures, and descriptive materials within the user agency, supplied by COLLECT.
 - f. Attend annual meetings of user agencies.

19. The User shall appoint a **Local Agency Security Officer (LASO)**

The local agency shall appoint a security point-of-contact (POC) for local agencies that have access to a state (CTA) criminal justice network. This POC could also be the Terminal Agency Coordinator (TAC).

The user will be responsible to advise the COLLECT Manager of any change of the TAC officer.

20. The DPS will provide, subject to budgetary constraints, the following to help User comply with regulations:

- a. COLLECT Personnel Support
 - 1) Administrative
 - 2) Training
 - 3) Quality Control
 - 4) 24-hour Message Center Communications Operators
 - 5) Programming
- b. Distribution of rules and regulations
- c. Distribution of NCIC, NLETS and COLLECT documentation and publications
- d. Training
- e. On site inspections
- f. Technical assistance
- g. Maintain records of User transaction

21. Additional USER Responsibilities

- A. The user shall be responsible for all costs relating to the purchase and maintenance of end user equipment.
- B. At the Policy Board discretion, with the approval of DPS and with proper notification, they may levy a surcharge on the users if in their judgment, state funds will not be available to meet the user needs.
- C. Account #4002 (COLLECT System) is an internal service fund, authorized by the Comptroller of the State of Connecticut, which will account for the above financial transactions of COLLECT.

22. SEVERABILITY

It is the intent of all parties to this agreement that, should any portion hereof be finally declared invalid by any court, all other portions remain in full force and effect subject to any amendments hereto that may thereafter be made in writing by all parties hereto.

23. TERMINATION

This agreement is without term. However, the parties agree that it shall be terminable upon the same grounds and upon the occurrence or non-occurrence of such events that operate to suspend, annul, or void any other long-term agreement entered into by a public agency. Moreover, DPS may suspend the further performance of services hereunder when in its reasonable estimation the USER has breached any material term of the agreement. For the purposes of this paragraph and this agreement, the violation of any specific term of this agreement or of any substantive requirement or limitation imposed by any federal or state statutes, regulations, or rules shall be deemed a breach of a material term of the agreement.

24. INDEMNIFICATION

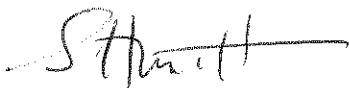
User agrees to defend, indemnify and hold harmless the State of Connecticut, the Department of Public Safety, its officers, agents or employees from and against any and all claims, demands, actions, suits, and proceedings by reason of or arising out of any misuse of criminal history record information or any cause of action whatsoever arising out of User's access to COLLECT and operation of a COLLECT terminal, and any losses, costs, expenses, and/or damages resulting therefrom, or arising out of or involving any negligence on the part of USER in the exercise or enjoyment of this agreement.

25. EFFECTIVE DATE

This agreement shall become effective upon signature by an authorized representative of both parties.

IN WITNESS HEREOF, the duly authorized official of the respective parties set their hands and seals.

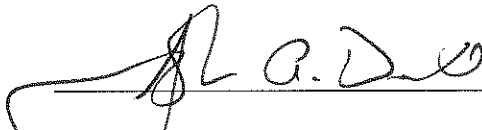
State of Connecticut
The Department of Children and Families



Susan I. Hamilton, MSW, JD
Commissioner

Date: 1/4/10

The State of Connecticut
Department of Public Safety



John A. Danaher, III
Commissioner

Date: 1/15/10